

State of Alabama **Department of Finance Division of Purchasing Master Agreement**

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000260 NOT TO EXCEED AMOUNT:

Procurement Folder: 577412

Procurement Type: Master Agreement

Replaces Award Document: Replaced by Award Document:

Version Number: 4

CONTACT INFORMATION

Solicitation Number:

Award Date:

Modification Date: 06/10/19

REOUESTOR: Wendy Penton 334-353-7176

Begin Date: 06/14/2018 Expiration Date: 06/13/2020

wendy.penton@purchasing.alabama.gov

BUYER: ISSUER: Wendy Penton Wendy Penton

334-353-7176

wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION

STATEWIDE ICE MACHINES AND INSTALLTION/SERVICES

Bill To:

wendy.penton@purchasing.alabama.gov

334-353-7176

Ship To:

REASON FOR MODIFICATION

Renewal

VENDOR INFORMATION

Name /Address:

VC000050674: Douglas Food Stores Inc

DBA: Douglas Equipment 301 North Street

Contact:

Jennifer Stasheen

304-327-0149 EXT: 1135 jen@Douglasequipment.Us

Bluefield WV 24701

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
ICE MAC	HINES		ensing Machines (Natach quote from ve	Not Dry Ice) endor and complete the	following:			
MFR:								
MODEL:								
Quote #:								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0		\$0.000000	\$0.00			\$0.00	\$0.00
ADDITIO ADDITIO (AGENC' ITEMIZE ADDITIO \$ PERCEN	NAL INSTA NAL INSTA Y USE ONL D QUOTE:_ NAL INSTA ITAGE OFF	LLATION Y-ATTAC LLTION : PARTS:	SERVICES AS AP		Final			
			RATE TOTAL:					
\$	0	NE TECH	1.					
\$	AI	DDITION	AL TECHS.					

COMMODITY / SERVICE INFORMATION

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:

Purchasing Director

APPROVALS						
Date	Status Before	Status After	Approver			

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law: Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

- 1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
- 2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
- 3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
- 4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
- 5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, https://procurement.staars.alabama.gov. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Reponses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation - Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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ICE MACHINES - STATEWIDE 2018 - MULTI-AWARDED

Purpose

This bid and subsequent contract award is to establish a contract for the purchase and/or installation of ice machines throughout the State of Alabama for all agency use along with pricing to be extended to all government, cities, counties, school systems and municipalities.

Multi-Awarded:

Line 1: The award shall be made up to a maximum of the five (5) lowest responsible bidders meeting all terms and conditions, and with the lowest total over all of the attached target list. All information on the target list must be completed, even if bidding as specified or your bid will be rejected.

Line 2: This line is for "agency use only", for additional installation required to complete the "DO" order. The vendor will submit an itemized quote to the agency, for any additional installation and or services, parts etc. as needed. A site visit by the vendor may be required to complete the quote to the agency.

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

Basic/Normal Installation:

Basic installation of the ice machine must be included in the bid price. See below for the definition.

Installation:

Normal installation shall include following manufacturer's installation guidelines of water filtration system, including guidelines for proper start up procedures, proper leveling, compliance with local and national electrical codes, and local building codes. Installation includes moving the old ice machine from the location, removal of shipping and packaging materials, and other debris, and making the unit ready for use. Vendor shall not remove the old machines or equipment without consent in writing for the agency representative.

Required Documents to Be Submitted With Bid:

- 1) Target list, completed and totaled, with all information complete, even if bidding as specified.
- 2) List of manufacturers represented as of April 2018 for this commodity base; Ice Machines
- **3) References:** Vendor must provide a minimum of three references with their bid. To include the following information; company, address, telephone, contact person, for who you have installed ice machines.

Required After Award:

Vendors must provide a copy of the following insurance after award: General liability, (bodily or personal injury) within a minimum of \$2,000,000 for each occurrence and \$200,000 property damage. This can be covered by the general liability by itself or together with the excess liability umbrella.

Contractor or sub-contractor must carry and keep current all municipal, county, and state licenses required to perform the services requested in this RFB. Deficiency in any of the above areas may be adequate reason for your bid to be rejected.

<u>Target List:</u> The manufacturer, models or brands referenced provide a level of quality, and unless otherwise specified are not restrictive.

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18000000260	Final	STATEWIDE ICE MACHINES AND INSTALLTION/SERVICES	of 8

Vendors bidding alternates **MUST provide complete descriptive/ technical literature** for consideration and evaluation with their bid. Attach this to your bid response or it will be rejected.

Reference to literature with a previous bid will not satisfy this requirement. Failure to provide the required literature will result in the rejection of the bid.

Request Additional Information:

Any additional information requested from a vendor must be furnished within (5) business days from receipt of request.

Warranty:

Equipment shall be warranted per manufacturer's warranty. Warranty shall cover all equipment, parts, labor, installation & freight costs associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence on the part of the purchaser are not covered by this warranty. The warranty shall commence on the date of equipment installation by the awarded vendor. Vendor shall use whatever means required to facilitate this warranty, and will insure total satisfactory performance to all agencies or end users.

Delivery:

All items must be delivered to the, "ship to" address shown on the purchase order within thirty (30) days of vendor's receipt of order. If additional time is needed due to manufacturer's supply, the contract vendor must submit a request to extend with the agency must concur and granted the stated extension. Drop Shipments are not acceptable under this contract.

Administrative fee: Ice Machines (Line 1 only)

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.1) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to **telecom.admin@oit.alabama.gov.** A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

For internal information only: fee distribution ______% to the State Procurement fund and ______
% to the Finance ISD Revolving fund.

Invoicing:

Payment shall be made (30) thirty days in arrears from completion date of installation service. No invoice shall be processed or accepted that are dated prior to the install date.

Assignment of contract

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing Director.

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Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Default:

When a vendor defaults on a contract/purchase order, the State can procure the goods or services from other sources and hold the vendor responsible for any excess in price/handling. The vendor may be barred from bidding for an indeterminate period.

Questions:

For specification or procedural questions contact the Buyer; wendy.penton@purchasing.alabama.gov



State of Alabama Department of Finance Division of Purchasing Master Agreement

Modification

CONTRACT INFORMATION

Begin Date: 06/14/2018

Expiration Date: 07/31/2020

MASTER AGREEMENT NUMBER: MA 999 180000000261

NOT TO EXCEED AMOUNT:

Procurement Folder: 577412

Procurement Type: Master Agreement

Replaces Award Document: Replaced by Award Document:

Version Number: 3

CONTACT INFORMATION

Award Date:

Modification Date: 06/10/19

Solicitation Number:

REQUESTOR: ISSUER:

Wendy Penton Wendy Penton 334-353-7176 334-353-7176

wendy.penton@purchasing.alabama.gov wendy.penton@purchasing.alabama.gov

BUYER:

Wendy Penton 334-353-7176

wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION

STATEWIDE ICE MACHINES AND INSTALLTION/SERVICES

Bill To:

Ship To:

REASON FOR MODIFICATION

Renewal

VENDOR INFORMATION

VC000051930: Gulf Ice Systems, Inc.

7790 Sears Blvd

Contact:

David Harris

8504741784 EXT: 102 sales@gulficesystems.com

Pensacola FL 32514

Name /Address:

				COMMODITY / S	ERVICE INFOR	MATION		
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
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Approved:

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APPROVALS						
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ICE MACHINES - STATEWIDE 2018 - MULTI-AWARDED

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REQUESTOR: ISSUER: Wendy Penton Wendy Penton

334-353-7176 334-353-7176 334-wendy.penton@purchasing.alabama.gov wendy.penton@purchasing.alabama.gov wendy.penton@purchasing.alabama.gov

Wendy Penton 334-353-7176

BUYER:

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REASON FOR MODIFICATION

Renewal

Ship To:

VENDOR INFORMATION

Name /Address: Contact:

VC000052955: Icemakers Inc Nancy L. Jones 2055912791

3711 5TH Ct N Nancy@Icemakers.Net

Birmingham AL 35222

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
ICE MAC	74045 - Ice Making and Dispensing Machines (Not Dry Ice) CE MACHINES AGENCY MUST ATTACH QUOTE FROM VENDOR AND COMPLETE THE FOLLOWING INFORMATION:							
MFR:								
MODEL:								
QUOTE:			-					
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0		\$0.000000	\$0.00			\$0.00	\$0.00
ADDITIO	74045 - Ice Making and Dispensing Machines (Not Dry Ice) ADDITIONAL INSTALLATION AND SERVICE ADDITIONAL INSTALLATION AND SERVICE:							
(AGENC)	Y USE ONL	Y-ATTAC	CH QUOTE).					
ITEMIZE	D QUOTE:_							
ADDITIO	ADDITIONAL INSTALLTION SERVICES AS APPLICABLE:							
\$	\$							
PERCEN	PERCENTAGE OFF PARTS:							
	%							
HOUR LA	ABOR AND	TRAVEL	RATE TOTAL:					
\$	0	NE TECH	Н.					
\$	ADDITIONAL TECHS.							

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Approved:

Purchasing Director

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ICE MACHINES - STATEWIDE 2018 - MULTI-AWARDED

Purpose

This bid and subsequent contract award is to establish a contract for the purchase and/or installation of ice machines throughout the State of Alabama for all agency use along with pricing to be extended to all government, cities, counties, school systems and municipalities.

Multi-Awarded:

Line 1: The award shall be made up to a maximum of the five (5) lowest responsible bidders meeting all terms and conditions, and with the lowest total over all of the attached target list. All information on the target list must be completed, even if bidding as specified or your bid will be rejected.

Line 2: This line is for "agency use only", for additional installation required to complete the "DO" order. The vendor will submit an itemized quote to the agency, for any additional installation and or services, parts etc. as needed. A site visit by the vendor may be required to complete the quote to the agency.

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

Basic/Normal Installation:

Basic installation of the ice machine must be included in the bid price. See below for the definition.

Installation:

Normal installation shall include following manufacturer's installation guidelines of water filtration system, including guidelines for proper start up procedures, proper leveling, compliance with local and national electrical codes, and local building codes. Installation includes moving the old ice machine from the location, removal of shipping and packaging materials, and other debris, and making the unit ready for use. Vendor shall not remove the old machines or equipment without consent in writing for the agency representative.

Required Documents to Be Submitted With Bid:

- 1) Target list, completed and totaled, with all information complete, even if bidding as specified.
- 2) List of manufacturers represented as of April 2018 for this commodity base; Ice Machines
- **3) References:** Vendor must provide a minimum of three references with their bid. To include the following information; company, address, telephone, contact person, for who you have installed ice machines.

Required After Award:

Vendors must provide a copy of the following insurance after award: General liability, (bodily or personal injury) within a minimum of \$2,000,000 for each occurrence and \$200,000 property damage. This can be covered by the general liability by itself or together with the excess liability umbrella.

Contractor or sub-contractor must carry and keep current all municipal, county, and state licenses required to perform the services requested in this RFB. Deficiency in any of the above areas may be adequate reason for your bid to be rejected.

<u>Target List:</u> The manufacturer, models or brands referenced provide a level of quality, and unless otherwise specified are not restrictive.

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Vendors bidding alternates **MUST provide complete descriptive/ technical literature** for consideration and evaluation with their bid. Attach this to your bid response or it will be rejected.

Reference to literature with a previous bid will not satisfy this requirement. Failure to provide the required literature will result in the rejection of the bid.

Request Additional Information:

Any additional information requested from a vendor must be furnished within (5) business days from receipt of request.

Warranty:

Equipment shall be warranted per manufacturer's warranty. Warranty shall cover all equipment, parts, labor, installation & freight costs associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence on the part of the purchaser are not covered by this warranty. The warranty shall commence on the date of equipment installation by the awarded vendor. Vendor shall use whatever means required to facilitate this warranty, and will insure total satisfactory performance to all agencies or end users.

Delivery:

All items must be delivered to the, "ship to" address shown on the purchase order within thirty (30) days of vendor's receipt of order. If additional time is needed due to manufacturer's supply, the contract vendor must submit a request to extend with the agency must concur and granted the stated extension. Drop Shipments are not acceptable under this contract.

Administrative fee: Ice Machines (Line 1 only)

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.1) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to **telecom.admin@oit.alabama.gov.** A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

For internal information only: fee distribution ______% to the State Procurement fund and ______
% to the Finance ISD Revolving fund.

Invoicing:

Payment shall be made (30) thirty days in arrears from completion date of installation service. No invoice shall be processed or accepted that are dated prior to the install date.

Assignment of contract

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing Director.

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Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Default:

When a vendor defaults on a contract/purchase order, the State can procure the goods or services from other sources and hold the vendor responsible for any excess in price/handling. The vendor may be barred from bidding for an indeterminate period.

Questions:

For specification or procedural questions contact the Buyer; wendy.penton@purchasing.alabama.gov